



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Execute the Direct Payment Program Agreement with the State of California Department of Community Services and Development for the Term of July 1, 2009 through June 30, 2012.

**MEETING DATE:** June 3, 2009

**PREPARED BY:** Jordan Ayers, Deputy City Manager

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute the direct payment program agreement with the State of California, Department of Community Services and Development for the term of July 1, 2009 through June 30, 2012.

**BACKGROUND INFORMATION:** The LIHEAP (Low-Income Home Energy Assistance Program) is designed to provide assistance to qualified customers once a year or as a crisis intervention action. As a crisis intervention action, this program is crucial to customers who need help paying their utility bills, as otherwise they may suffer termination of service for non-payment. The State of California, Department of Community Services and Development determines program eligibility and issues funds to the City on behalf of qualified clients.

The State of California, Department of Community Services and Development (CSD) requires an agreement be entered into between CSD and the City of Lodi to provide for LIHEAP disbursements on behalf of the City of Lodi energy customers. The attached proposed agreement will provide for this program for the term of July 1, 2009 through June 30, 2012.

**FISCAL IMPACT:** Nominal program expenses for the City already included in Finance Division budget.

  
Jordan Ayers, Deputy City Manager/Internal Services Director

APPROVED:   
Blair King, City Manager

**STATE OF CALIFORNIA**  
**AGREEMENT**

This Agreement consists of this signature page, Exhibits A through F, and Attachments I through N, which are attached hereto and incorporated herein by this reference. It is entered into between the State of California, **Department of Community Services and Development**, and the Utility Company, **City of Lodi**:

Utility Company:	<b>City of Lodi</b>
The term of this Agreement is:	July 1, 2009 through June 30, 2012
The maximum amount of this Agreement is:	\$-0-

Agreed to and approved:

<b>CONTRACTOR</b>	<b>City of Lodi</b>
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By: _____	_____ 2009
Authorized Signature	Date Signed
_____ Blair King, City Manager	
Printed Name and Title of Person Signing	
Address: _____	_____
	P O Box 3006
	Lodi, CA 95241-1910
Telephone: _____	_____
	209/333-6700
Facsimile: _____	_____
	209/333-6807

STATE OF CALIFORNIA  
Department of Community Services and Development

**Approved as to form**

  
\_\_\_\_\_  
City Attorney

By: _____	_____
Authorized Signature	Date Signed
_____ Margie Chan, Deputy Director for Administrative Services Division	
Printed Name and Title of Person Signing	
Address: _____	_____
	700 North Tenth Street, Room D-215
	Sacramento, California 95811-0336
Telephone: _____	_____
	(916) 341-4200
Facsimile: _____	_____
	(916) 341-4213

**Exhibit A**  
**(Standard Agreement)**

**SCOPE OF WORK**

1. The purpose of this Agreement between the Department of Community Services and Development, hereinafter referred to as CSD or the Department, and the **City of Lodi**, hereinafter referred to as Contractor, is for the purpose of making direct credit to the accounts of low-income energy customers of the Contractor that are identified by CSD as payment recipients under CSD's Low-Income Home Energy Assistance Program (LIHEAP), which includes the Home Energy Assistance Program (HEAP) and Energy Crisis Intervention Program – Fast Track (ECIP-FT).

2. **LOCATION WHERE SERVICES ARE TO BE PROVIDED**

Unless specified in writing, in advance, by CSD, the location of all services to be provided by CSD under this Agreement will be at:

Department of Community Services and Development  
Program Services and Support Unit  
700 North Tenth Street, Room D215  
Sacramento, California 95811-0336

3. **ADDRESSES**

1. All notices to the parties shall, unless otherwise requested in writing, be sent to Contractor's address as follows:

Name and Title: Jordan Ayers, Deputy City Manager/Internal Services Director

Company name: City of Lodi

Address: P O Box 3006

City, State and Zip Code: Lodi, CA 95743-1910

or by facsimile to ( 209 ) 333 - 6807

and to CSD's address as follows:

Sukie Montes, Manager  
Department of Community Services and Development  
P.O. Box 1947  
Sacramento, CA 95812-1947  
or by facsimile to (916) 341-4285

**Exhibit B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. PAYMENT

Contractor will not receive any direct financial consideration under this Agreement.

2. CSD'S PROJECT COORDINATOR

The Manager of the Energy and Environmental Services is designated as the Department's Project Coordinator. The Department may, at any time, designate a substitute Project Coordinator.

3. CONTRACTOR'S PROJECT COORDINATOR

RUBY PAISTE, FINANCIAL SVCS MGR. is designated as the Contractor's Project Coordinator. The Contractor may, at any time, designate a substitute Project Coordinator. Notification to CSD of any change in the Project Coordinator will be made in writing and will not require an amendment to this Agreement.

4. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CSD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the State of California Budget Act for purposes of this program, CSD shall have the option to either cancel this Agreement with no liability occurring to CSD, or offer an agreement amendment to Contractor to reflect the reduced amount.
- C. Notwithstanding the language in Sections 4.A. or 4.B. above, if CSD believes that funds will be insufficient to allow the State to make LIHEAP payments to Contractor i.e., for the reasons described in Section 4.A. or **4.B.** above, then CSD shall promptly notify Contractor's Project Coordinator. CSD and the Contractor's Project Coordinator shall attempt to amend this Agreement so the LIHEAP payments can continue to the extent possible given the nature of the shortage or unavailability of funding for LMEAP. The parties agree that it is undesirable to terminate this Agreement for any short-term unavailability of LMEAP funds and that it would be preferable, if Federal funds are not available for LIHEAP, to suspend LIHEAP until CSD is able to obtain sufficient funding to resume credits to qualified low-income energy customers, as provided for under LIHEAP.

**Exhibit B**  
**(Standard Agreement)**

**5. PROVISIONS FOR FEDERALLY FUNDED CONTRACTS**

- A.** It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B.** This contract is valid and enforceable only if sufficient funds are made available to CSD by the United States Government for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C.** The parties mutually agree that if Congress does not appropriate sufficient funds for LIHEAP, this Agreement shall be amended to reflect any reduction in funds.
- D.** CSD has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction for funds.
- E.** CSD will notify Contractor's Project Coordinator if federal funds are insufficient for LJHEAP to continue **as** expected during the next fiscal year or if restrictions, limitations or conditions have been imposed by Congress on the LIHEAP or funding for it **as** soon as the Federal grant award letter has been issued with some constraint. CSD further agrees that Contractor's willingness to suspend the LIHEAP, as described herein and in Section 5.C. above, does not constitute an agreement by Contractor that: (i) funding for LIHEAP is unimportant or (ii) a delay in crediting a customer with LMEAP funds is acceptable, to either Contractor or its customers.

**EXHIBIT C**  
(Standard Agreement)

**GENERAL TERMS AND CONDITIONS**

**PLEASE NOTE:** This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: [www.csd.ca.gov](http://www.csd.ca.gov).

\\Cobra\shared\Contracts\Direct Payment\2009 Direct Payment\Boilerplate\05 Exhibit C, General Terms and Conditions.doc

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. **CANCELLATION**

Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party.

2. **SUBCONTRACTS**

No subcontracts shall be permitted under this Agreement; therefore, references to subcontractors or subcontracts as part of standard provisions that have been included herein shall have no applicability.

3. **CERTIFICATION**

Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following: Information Integrity and Security (Department of Finance, Budget Letter 04-35).

4. **LABOR CODE/WORKERS' COMPENSATION**

Both parties agree that they are aware of the provisions that require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and CSD affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

5. **RESOLUTION**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body that by law has authority to enter into an agreement, authorizing execution of the agreement.

6. **COMPLIANCE WITH LAWS AND TAX WITHHOLDING**

A. CSD shall comply with all applicable Federal, State, and local laws, rules, and regulations and shall obtain all permits required to conduct its business and perform the work called for in this Agreement, if applicable.

B. CSD represents and warrants that it will withhold all taxes, if any, which are required to be withheld under applicable laws with respect to CSD personnel who perform services for the Contractor. CSD shall indemnify and hold the Contractor harmless, on an after-tax basis, for any liability incurred by the Contractor as a result of CSD's failure to institute any such required withholding.

**EXHIBIT E**  
**(Standard Agreement)**

**ADDITIONAL PROVISIONS**

1. **INDEPENDENT CONTRACTOR**

CSD, and the agents and employees of CSD, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Contractor.

2. **DELEGATION OF CSD'S DUTIES** .

This Agreement is not assignable by CSD, either in whole or in part, without the consent of Contractor in the form of a formal written amendment. CSD shall not employ other consultants or contractors to provide key data entry, document perfection, and/or any other services under this Agreement without the prior written approval of Contractor, nor shall the duties of CSD, under this Agreement, be delegated without prior written approval of Contractor. Unless otherwise expressly agreed upon by Contractor, CSD shall remain responsible for the quality and timeliness of performance notwithstanding any delegation.

3. **CONFLICT OF INTEREST/BUSINESS ETHICS**

CSD shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with Contractor's interest. During the term of this Agreement, CSD shall not accept any employment or engage in any consulting work that creates a conflict of interest with Contractor or in any way compromises the services to be performed under this Agreement. All financial statements, reports, billings, and other documents rendered shall properly reflect the facts about all activities and transactions handled for the account of Contractor.

4. **WARRANTY**

CSD warrants to Contractor that the work under this Agreement shall be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices and in conformance with generally accepted professional standards prevailing at the time the work is performed, so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this Agreement and related specifications.

5. **CONFIDENTIALITY**

- A. In the course of performing the services under this Agreement, CSD may have access to confidential, commercial, or personal information concerning, but not limited to, technology, rate making, legislative, and personnel matters and practices of the Contractor, its subsidiaries, affiliates, or members of the public. CSD agrees not to disclose any such information without the prior written approval of Contractor.
- B. Contractor hereby agrees to provide required security to insure the confidential, physical security and safekeeping of all data, information, files, and documents while



**EXHIBIT E**  
**(Standard Agreement)**

in its possession. Through the observance of the same or more effective procedural requirements as used by CSD, Contractor will protect from unauthorized use and disclosure all sensitive data, documentation, or other information that are designated confidential by CSD and made available to Contractor in order to carry out this Agreement. CSD shall provide to Contractor in writing the identification of all such confidential data and information, as well as CSD procedural requirements for protection of such data and information from unauthorized use and disclosure.

- C. Any representation herein made by CSD relating to confidentiality or the operations, limitations, and requirements for the furnishing of personnel records, as set forth in EXHIBIT E, ADDITIONAL PROVISIONS, Section 6., CSD's Use of Contractor's Property, below shall be subject to the Information Practices Act of 1977, Section 1798 et seq. of the California Civil Code, and the California Public Records Act, Section 6250 et seq. of the California Government Code.

6. CSD'S USE OF CONTRACTOR'S PROPERTY

All records, reports, computer programs, written procedures, and similar materials, documents, or data, in whatever form provided by Contractor for CSD's use in performance of services under this Agreement shall remain the confidential property of Contractor and shall be returned to Contractor immediately upon completion of CSD's use or upon written request of Contractor.

7. AVAILABILITY OF INFORMATION AND PUBLIC TESTIMONY

- A. Contractor's duly authorized representatives shall have, for the term of this Agreement and for two (2) years thereafter, access at all reasonable times, upon five (5) days written notice and during regular working hours, to the CSD personnel, accounts, and records, including but not limited to applications processed and computer files for personnel who perform services for Contractor under this Agreement in order to verify or review the quantity, quality, work program and progress of the work, reimbursable costs, amounts claimed by CSD, estimates of cost for fixed rates, including those applicable to proposed changes, annual audit to verify recertification processes, and for any other reasonable purposes. The personnel records, accessible under this paragraph, shall be limited to timekeeping, expense, and other such public records.
- B. This provision shall apply to all Agreements except those performed solely on a lump-sum basis. However, where lump sum and time and materials work, i.e., unit price, reimbursable cost, fixed rates, are performed together, either as a part of this Agreement or as separate contract(s), then the above audit privilege shall also extend to Contractor for access to all CSD's records pertaining to all contracts including the lump sum for assurance that the portions of the work performed on a time-and-materials basis are not being charged with time, material, or other units or cost that

**EXHIBIT E**  
**(Standard Agreement)**

are intended to be covered by lump sum or fixed rates, etc., provided herein, supplement hereto or in such other agreements.

- C. CSD accounts shall be kept in accordance with generally accepted accounting principles in the particular industry and shall be kept in such a manner and in sufficient detail to clearly disclose the nature and amounts of the different items of service and cost pertaining to this Agreement and the basis for charges or allocations to this Agreement.
- D. CSD shall preserve all such accounts and records for a period of two (2) years after the expiration of the term of this Agreement. Contractor's duly authorized representatives shall have the right to reproduce any such accounts and records. Contractor shall be responsible for the incremental cost, if any, of retention and retrieval of said records. CSD shall promptly adjust any inaccuracy in the billings.
- E. Access under this paragraph shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for in EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Section 2. Compensation, A. Application Category Costs, item 1). CSD shall bear no portion of the Contractor's audit cost incurred under this paragraph unless agreed to by CSD.

8. NONWAIVER

The waiver by either party of any breach of any term, covenant, or condition contained in this Agreement, or any default in the performance of any obligations under this Agreement, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation; nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same. All waivers shall be in writing.

9. PRIORWORK

Services performed by CSD pursuant to Contractor's authorization, but before the execution of this Agreement, shall be considered as having been performed subject to the provisions of this Agreement.

10. INCIDENTAL AND CONSEQUENTIAL DAMAGES

Contractor shall not be liable for incidental or consequential damages including but not limited to loss of profits, commitments to subcontractors, rental or lease agreement(s), and personal services contracts, unless expressly authorized in writing by Contractor.

11. INSURANCE

CSD is a self-insured entity. If said coverage no longer prevails, CSD will notify Contractor within thirty (30) days of said coverage expiration.

**EXHIBIT E**  
**(Standard Agreement)**

12. CAPTIONS

The captions of the various sections, paragraphs, and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretations.

13. VENUE

In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusive vested in the State Courts of the County of Sacramento, or where otherwise appropriate, exclusively in the United States District Court for the Eastern District of California in Sacramento, California.

14. OTHER AGREEMENTS

This Agreement shall not prevent either party from entering into similar agreements with others.

15. DISPUTE RESOLUTION

- A. Unless otherwise mutually agreed to, any disputes between CSD and Contractor regarding the construction or application of this Agreement and claims arising out of this Agreement or its breach shall be submitted to mediation within thirty (30) calendar days of the written request of one party after the service of that request on the other party.
- B. The parties shall make best efforts to settle all disputes arising under this Agreement as a matter of normal business and without recourse to either mediation or litigation. If the parties are unable to resolve a dispute with respect to this Agreement, either party may send a notice to the other requesting a meeting at which senior officers or officials of the parties will attempt to resolve the dispute. If the parties are unable to resolve the dispute within ten (10) days after the meeting notice is received by the party to whom it is directed, or such longer period as the parties may agree, then either party may initiate mediation as set forth herein.
- C. Mediation under this section is a condition precedent to filing ~~an~~ action in any court. In the event of litigation that arises out of any dispute related to this Agreement, the parties shall each pay their respective attorney's fees, expert witness costs, and cost of suit, regardless of the outcome the litigation.

16. ADDITIONAL WORK

Before proceeding with any work involving possible claims for extra compensation not specified in this Agreement, CSD shall, upon receipt of a detailed description of services requested, submit in writing to the Contractor a detailed estimate for the cost for such work.

**EXHIBIT E**  
**(Standard Agreement)**

CSD shall provide the Contractor with a detailed breakdown and estimated cost of anticipated work, including extensions and change orders, as follows:

- A. Description of work to be performed, including detailed breakdown of identifiable tasks;
- B. Estimated cost of each task;
- C. Expected date of completion of each task;

CSD shall not proceed with any such additional work prior to receiving written amendment to this Agreement, signed by both parties.

17. FEDERAL EQUAL OPPORTUNITY LAWS

During the performance of this Agreement, and to the extent they may be applicable to this Agreement, CSD agrees to comply with the following:

- A. Federal Executive Order 11246, as amended by Executive Order 11375 relating to equal employment opportunity;
- B. Title VI and Title VII of the Civil Rights Act of 1964; as amended;
- C. Rehabilitation Act of 1973, as amended;
- D. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended;
- E. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Program, Equal Employment Opportunity, Department of Labor, as amended; and
- F. Public Law 101-336, Americans with Disability Act of 1990.

**Exhibit F**  
**(Standard Agreement)**

**GRAMMATIC PROVISIONS**

1.
  - A. CSD will process applications and make a determination of applicant's eligibility for assistance based upon preestablished criteria pursuant to the LIHEAP. CSD will provide the Contractor with a printout or transmittal (Attachment 2) which lists applicants determined eligible for assistance and the amount of assistance. Payment, in the form of a State of California warrant, and Direct Payment Summary (Attachment 3), shall accompany the printout, and shall represent the sum total of benefits contained on said transmittal.
  - B. Contractor will process payments contained on aforementioned printout in accordance with the provisions of the enclosed LIHEAP Direct Payment Instructions (Attachment 1).
  - C. Contractor will provide notification of LIHEAP payment to each customer for whom a credit is made. The wording of said notification must contain the words "LIHEAP credit."
  - D. The Contractor shall attempt to credit the accounts of qualified low-income customers by the subsequent billing cycle following the receipt of the transmittal and State of California warrant.
  - E.
    - 1) Contractor is responsible for completing and returning to CSD, the Direct Payment Summary that accompanies each transmittal, within ten (10) working days of processing and handling the batch run of eligible low-income utility customers receiving LIHEAP assistance. Contractor shall complete the Direct Payment Summary by indicating: 1) the total number of customer accounts where the Contractor ~~was~~ successful in crediting full amount of eligible LMEAP benefit; 2) the customer accounts where the Contractor was only able to credit a partial amount of the eligible LIHEAP benefit, also referred to as Partial Payment Return; and 3) the customer accounts where the Contractor was unable to credit any of the eligible LMEAP assistance amount, also referred to as Full Payment Return.
    - 2) Contractor shall return any undeliverable LMEAP benefits to CSD during the course of this Agreement.

**2. DISBURSEMENTS**

Funds provided under this Agreement shall be disbursed and applicant accounts credited in accordance with the provisions of the LIHEAP Direct Payment Instructions.

**Exhibit F**  
**(Standard Agreement)**

**3. ASSURANCES**

- A.** Contractor shall charge the eligible household, in the normal billing process, the difference between the actual cost of the home energy and the payment amount made by the Department. The actual costs of the home energy shall be consistent with applicable utility company tariffs **as** approved by the CPUC, if applicable.
- B.** Contractor assures that no household receiving assistance under this process will be treated adversely because of such assistance under applicable provisions of State Law regarding public regulatory requirements.

**4. REPORTS**

Reports required under this Agreement are detailed in the LIHEAP Direct Payment Instructions and the attachments thereto.

# **Direct Payment**

## **LIHEAP Direct Payment Instructions and Samples**

- **Attachment 1 – Direct Payment Instructions**
- **Attachment 2 – Sample Printout**
- **Attachment 3 – HEAP Direct Payment Summary**
- **Attachment 4 – Utility Direct Pay File Format**

## **ATTACHMENT 1**

### **LMEAP DIRECT PAYMENT INSTRUCTIONS**

#### **HOW TO MAKE A MATCH**

**OPEN ACCOUNTS:** If an applicant's utility account is open at the time a LIHEAP payment is received, the full amount of the payment can be applied even if it creates a credit to the account.

It is incumbent upon your company to match payments to the correct account and customer of record to which the LMEAP applicant has directed the benefit. For this purpose, both the "Customer of Record" and last name of the LMEAP applicant, "Applicant Last Name" has been provided, as well as an account number and service address.

**CLOSED ACCOUNTS:** If, at the time the LIHEAP benefit is to be applied, and the applicant's reported utility account is closed, you must select and complete one of the three options below:

- 1.) A match can be made with an applicant's new account within the same utility company.
- 2.) If the account is CLOSED with an outstanding balance owed, a partial payment can be made and the difference refunded to CSD with a notation on your printout.
- 3.) If the account is CLOSED with no outstanding balance, the total amount of LIHEAP benefit should be returned to CSD with a notation on your printout.

#### **HOW TO NOTIFY CSD OF PARTIALS AND/OR NON-MATCHES**

1.) **PRINTOUTS:**

- Copy the page of the printout upon which the LIHEAP applicant's name appears.
- Circle the name of the customer of record to whose account the partial payment was applied (See Attachment 2).
- Note beside the LIHEAP payment the amount that is being returned to CSD (the difference between the CSD payment and the returned amount is the amount which was credited to the customer of record). If there is a 100% refund to CSD, note the total LMEAP payment amount.



- Provide **an** adding machine tape listing the total amount of money to be refunded to CSD. The tape should include both the individual amounts, **as** well **as** a total.
- Return the LIHEAP DIRECT PAYMENT SUMMARY SHEET, which accompanies each run of selected payment records, with the number **of** partials and/or non-matches (See Attachment 3).
- Attach a check made payable to CSD and return your printout (with partials/non-matches information), adding machine tape, and summary page to:

The Department of Community Services and Development  
 Energy and Environmental Services  
 P.O. Box 1947  
 Sacramento, CA 95812-1947

2.) Compact Disk (CD)/File Transfer Protocol (FTP)

- If you expect to return the “partial or non-match” information to CSD by CD or File Transfer Protocol (FTP), refer to Attachment 4 for more specific instructions on how to code the record.

#### WHAT IF ALL RECORDS ARE MATCHES

If you find that all records on a specific run are matches to your client database, you need to notify CSD on the LIHEAP Direct Payment Summary. In the case of a 100% match, the figure in the “Run \$ Total” column would be the same amount as the amount in the “Total \$ Match” column (Attachment 3).

**ATTACHMENT 2**

**DATE: 01/07/2009**

**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT  
2009 HOME ENERGY ASSISTANCE PROGRAM  
(Federally Funded Programs)**

**PAGE: 1**

**UTILITY COMPANY NAME**  
**Pay Run on 01/07/2009**

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<b>ACCOUNT NUMBER</b>	<b>PAY AMT</b>	<b>CUSTOMER OF RECORD</b>	<b>SERVICE ADDRESS</b>	<b>APPLICANT LAST NAME</b>	<b>DLN</b>
<b>4257809602625000003301</b>	<b>\$236.00</b>	<b>MELLISA CASTRO</b>	<b>2625 S MAIN ST LOS ANGELES, CA 95678</b>	<b>CASTRO</b>	<b>092780500000004</b>
<b>1099766500156000000401</b>	<b>\$294.00</b>	<b>LUIS ABUNDIZ</b>	<b>156 W 82 ST LOS ANGELES, CA 90003</b>	<b>ABUNDIZ</b>	<b>090630500000026</b>
<b>GRAND TOTAL:</b>	<b>\$530.00</b>				

**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT**

700 North 10th Street, Room D-215  
 Sacramento, CA 95811-0336  
 (916) 341-4200  
 (916) 341-4203 (FAX)  
 (916) 327-6318 (TDD)

**ATTACHMENT 3****2009 HEAP DIRECT PAYMENT SUMMARY****PLEASE COMPLETE FOR EACH DIRECT PAYMENT BATCH**

<b>CSD RUN DATE</b> (THIS DATE IS ON THE • TOPLEFTHAND CORNER OF THE PRINT- OUTS)	<b>(A) TOTAL DOLLAR AMOUNT FROM CSD</b> (THIS IS THE CHECK AMOUNT THAT WAS SENT WITH THIS RUN DATE NOTE: THIS AMOUNT SHOULD MATCH THE PRINT- OUT)	<b>(B) TOTAL DOLLAR AMOUNT BEING RETURNED CSD</b> (ENTER THE AMOUNT OF THE CHECK THAT WILL BE RETURNED TO CSD WITH THIS FORM)	<b>(C) TOTAL NUMBER OF RECORDS BEING RETURNED TO CSD</b> (ENTER THE NUMBER OF RECORDS THAT WILL BE RETURNED TO CSD WITH THIS FORM)	<b>(D) TOTAL DOLLARS THAT MATCHED</b> (THIS IS THE AMOUNT THAT YOU STARTED WITH, MINUS ANY RETURN DOLLARS, EQUALS TOTAL DOLLARS MATCHED A- B=D)
01/07/2009				

COMPLETED BY: \_\_\_\_\_ PHONE: \_\_\_\_\_

UTILITY COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_

**PLEASE RETURN THIS SUMMARY SHEET WITH PRINT-OUTS AND CHECK (FOR NONMATCHES)**

PLEASE RETURN SUMMARY SHEET TO: Vernita Faison, ENERGY SERVICES  
 HOME ENERGY ASSISTANCE PROGRAM  
 P. O. BOX 1947  
 SACRAMENTO, CA 95812-1947

IF YOU HAVE ANY QUESTION PLEASE CONTACT  
 VERNITA FAISON (916) 341-4276

**CSD USE ONLY**

CHECK NUMBER		DATE RECEIVED SUMMARY		DATE SENT TO ITS	
\$ AMOUNT RETURNED					

# ATTACHMENT 4

## Utility Direct Pay File Format

Header Record					
Data Field	Length	Justification	Domain	Comment	Source
Header Identification Code	:5	:left	:00HDR	:First five characters of first line of all data files	:constant
System Date	:8	:left	:YYYYMMDD	:Date file produced	:system
System Time	:6	:left	:HHMMSS	:Time file produced	:system
Utility Initials	:5	:left	:XXXXX	:PGE, SOCG etc.	:u.utility_initials
Filler	:259	:left	:spaces	:pad to fixed record length *	:calculated
Detail Record					
Data Field	Length	Justification	Domain	Comment	Source
Record Number	:5	:left	:NNNNN	:0001-NNNN	:calculated
Utility Account Number	:30	:left	:Utility specific	:Complete current account number, without punctuation, including check digits (if used)--left-justify, force to upper-case, pad with trailing spaces	:ap.account_no
Payment Amount	:8	:right	:NNNNN.NN		:p.paid_amount
Energy Bill Address Line 1	:44	:left			:ae.bill_address_1
Energy Bill Address Line 2	:18	:left			:ae.bill_address_2
Energy Bill Address City	:30	:left			:ae.bill_city
Energy Bill Address State	:2	:left	:XX		:ae.bill_state_code
Energy Bill Address Zip	:9	:left	:NNNNN[NNNN]		:ae.bill_zip_code
Bill First Name	:20	:left			:ap.bill_first_name
Bill Last Name	:30	:left			:ap.bill_last_name
Bill Middle Initial	:1	:left			:ap.bill_middle_initial
Applicant First Name	:20	:left			:a.first_name
Applicant Last Name	:30	:left			:a.last_name
Applicant SSN	:9	:left	:NNNNNNNNN	:Applicant Social Security Number	:a.ssn
App SLN	:12	:left	:N[NNNNNNNNNN]	:System Locator Number - left justified, padded with spaces	:app.sln
App DLN	:15	:left	:NNNNNNNNNNNNNN	:Document Locator Number - left justified, padded with spaces	:app.dln
Footer Record					
Data Field	Length	Justification	Domain	Comment	Source
Footer Identification Code	:5	:left	:99EOF	:First five characters of footer	:constant
Record Count	:5	:right	:NNNNN	:Total number of detail records	:calculated
Payment Amount Total	:12	:right	:NNNNNNNNN.NN	:Payment amount total	:calculated
Filler	:261	:left	:spaces	:pad to fixed record length *	:calculated
Notes:					
* Fixed record length: 283 characters + Carriage Return + Line Feed					
Source column table abbreviation key:					
a=applicant					
ap=app_program					
ae=app_energy					
p=app_program_payment					
u = utility					
(rev. 11/2/2001)					

RESOLUTION NO. 2009-72

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO EXECUTE  
DIRECT PAYMENT PROGRAM AGREEMENT WITH  
THE STATE OF CALIFORNIA DEPARTMENT OF  
COMMUNITY SERVICES AND DEVELOPMENT

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Direct Payment Program Agreement with the State of California Department of Community Services and Development for the Low-Income Home Energy Assistance Program; and

BE IT FURTHER RESOLVED that the term of this Agreement will be in effect from July 1, 2009 through June 30, 2012.

Dated: June 3, 2009

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I hereby certify that Resolution No. 2009-72 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 3, 2009, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Johnson, Katzakian, Mounce,  
and Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
Randy J. OHL